

IN THE IOWA DISTRICT COURT FOR STORY COUNTY

Barnum Quality Hardwood Floors, Inc.,)
Plaintiff) Case No. _____
Vs.) Petition at Law
Scott Griffen d/b/a Old Main Brew Pub,)
Defendant)

Comes Now Plaintiff and as cause for relief states:

1. Plaintiff is a corporation organized and existing under the laws of the state of Iowa with its principal place of business at 9460 Swanson Boulevard, Clive, Iowa 50325-6919.

2. Defendant is an individual and resident of Story County, Iowa who at all times material and relevant herein was doing business as Old Main Brew Pub at 316 Main Street, Ames, Iowa 50010.

3. On or about 27 February 2017, the parties herein entered into a written agreement in which Plaintiff agreed to provide, and Defendant agreed to pay for, certain flooring goods and services at the Old Main Brew Pub in Ames. A copy of said agreement is attached hereto and incorporated herein by this reference as Exhibit A.

4. Plaintiff thereafter undertook to perform as called for under the agreement and completed said work as agreed between March 12th and March 14th 2017.

5. Upon completion of the work, Defendant failed and/or refused to pay the remaining balance of \$6,803.00 after being invoiced for the same.

6. Demands for payment from Defendant have, to date, gone unanswered. See Demand Letter attached hereto and incorporated herein by this reference as Exhibit B.

7. Under the terms of the parties' written agreement, Defendant agreed as follows:

Invoices are due and payable on receipt. Interest will be charged at 1.5% per month on balances past 30 days old. Client agrees to bear the cost of collection taken to collect amounts due and owing under the invoice, including reasonable attorney fees.

8. Defendant has breached the terms of its contract with Plaintiff.

9. Plaintiff has been damaged as a result of Defendant's breach of contract through the date of filing in the amount of \$7,839.67 calculated as follows:

\$6,803.00	Principal Amount Due
\$1,036.67	Pre-filing interest [4/17/2017-2/20/2018 = 309 days]
	[\$6,803.00 x 18% x (309/365) = \$2,036.67] plus \$3.35 per day thereafter.
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\$7,839.67	

See Verification Affidavit of Gary Barnum attached hereto and incorporated herein as Exhibit C.

10. Plaintiff has further been damaged by Defendant's breach of contract in incurring costs of collection, including reasonable attorney fees.

WHEREFORE, Plaintiff demands judgment against Defendant in the amount of \$6,803.00 plus interest at the contract rate of 18% from and after 17 April 2017 and for the costs of this action, including reasonable attorney fees.



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